



Office of Primary Care and Health Systems Management

Funding Opportunity Primary Care Service Corps (PCSC) Round 2

Schedule of Key Events

<i>Release Date:</i>	<i>December 18, 2014</i>
<i>Applicant Webinar:</i>	<i>January 6, 2015 at 10:00AM</i>
<i>Register for Webinar by:</i>	<i>December 31, 2014 by 5:00PM</i>
<i>Questions from Webinar Posted (on or about):</i>	<i>January 14, 2015</i>
<i>Applications Due:</i>	<i>January 31, 2015 through March 31, 2015 (rolling)</i>
<i>Contract Start Date:</i>	<i>July 1, 2015 (expected)</i>

TABLE OF CONTENTS

1.	PROGRAM DESCRIPTION	4
1.1	Background and legislation.....	4
1.2	Summary of program priorities	4
1.3	Health professional shortage areas.....	5
1.4	Target population	5
1.5	Length of service obligation (<i>See Section 3.5 for detailed information</i>)	5
1.6	Awards	6
1.7	Salary assurance and regional parity	7
1.8	Taxation issues.....	7
2.	PROBLEM TO BE ADDRESSED	7
3.	ELIGIBILITY	9
3.1	License/Certification/Registration Requirements	10
3.1.1	Primary Care Physician Assistants	10
3.1.2	Certified Primary Care/Psychiatric Nurse Practitioners.....	10
3.1.3	Certified Nurse Midwives	10
3.1.4	Dentistry.....	10
3.1.5	Dental Hygienists	11
3.1.6	Clinical Psychologists	11
3.1.7	Licensed Social Workers	11
3.1.8	Marriage and Family Therapists	11
3.1.9	Licensed Mental Health Counselors	11
3.2	Citizenship status	12
3.3	Participation in other government loan repayment programs	12
3.4	Evidence of financial responsibility	12
3.5	Employment status	12
3.6	Site eligibility.....	15
4.	COMPLETING AN APPLICATION	16
4.1	Application content	16
4.2	Submitting an application	17
4.3	Scoring and awarding criteria	18
4.4	Award notifications.....	18
4.5	Debriefing	19
5.	ADMINISTRATIVE REQUIREMENTS.....	19
5.1	Issuing agency.....	19

5.2	Question and answer phase	19
5.3	Letter of Interest.....	20
5.4	Applicant webinar	20
5.5	Reservation of rights	20
5.6	Contract terms and conditions.....	21
5.6.1	Reporting.....	22
5.6.2	Payment.....	22
5.6.3	Change in location of obligation.....	23
5.6.4	Deferral of obligation.....	23
5.6.5	Default of obligation	23
5.6.6	Vendor identification number	24
5.6.7	Vendor responsibility questionnaire	24
5.6.8	General specifications	25
6.	FREEDOM OF INFORMATION LAW	26
7.	ATTACHMENTS.....	26

1. PROGRAM DESCRIPTION

1.1 Background and legislation

The New York State Primary Care Service Corps (PCSC) arose out of the workforce recommendations of the state's Medicaid Redesign Team (MRT), effectuated through Governor Andrew M. Cuomo's Executive Order #5 and comprised initially of 27 stakeholders representing virtually every sector of the health care delivery system, including patient advocates.¹

PCSC is a service-obligated loan repayment program developed to increase the supply of dentists, dental hygienists, nurse practitioners, physician assistants, midwives, clinical psychologists, licensed clinical social workers, psychiatric nurse practitioners, licensed marriage and family therapists, and licensed mental health counselors who practice in the State's Health Professional Shortage Areas (HPSAs)².

The New York State Legislature approved \$1 million in funding for the PCSC in the 2014-15 New York State budget. It is anticipated that the Legislature will continue this funding for the 2015-16 fiscal year. Eligible clinicians would receive up to \$60,000 initially in loan repayment funding in return for a two-year commitment to practice in a primary care, dental, or mental health HPSA. The award schedule is modeled after the National Health Service Corps (NHSC) and is based on the amount of each individual's qualifying educational debt. For full-time clinicians, the maximum annual award is \$32,000; the maximum award for part-time clinicians is \$16,000. (See Table 1 under 1.6 Awards)

Preference in making PCSC awards and/or funding will be to health professionals who are (1) requesting an amendment to their current PCSC contracts; (2) bilingual or multilingual or (3) working in sites that effectively accommodate patients of diverse ethnicities, individuals with disabilities, and other underserved populations.

The New York State Department of Health (*The Department*) has published this PCSC funding opportunity to expand the health workforce shortages of New York State for non-physician clinicians in underserved areas and to address access to health care and health disparities for medically needy New Yorkers.

1.2 Summary of program priorities

The primary priority for PCSC is enhanced clinician recruitment and retention in underserved areas of the state (HPSAs). In addition, the program seeks to incentivize the placement of clinicians in sites that effectively accommodate patients of diverse ethnicities, individuals with

¹ See http://www.health.ny.gov/health_care/medicaid/redesign/?utm_source=doh&utm_medium=hp-button&utm_campaign=mrt

² Health professionals not listed above will not be considered for this funding. *The Department* has several loan repayment programs available for physicians – under the Doctors Across New York Program - and is currently, or will soon accept applications. Please visit <http://www.health.ny.gov/funding> to learn more or email gme@health.ny.gov for more information.

disabilities, and other underserved populations and clinicians who speak languages common in the target population in addition to English.

1.3 Health professional shortage areas

A HPSA is a geographic region – designated by the federal Health Resources and Services Administration (HRSA) – in which there is a significant medically underserved population. HPSAs also specify health care workforce shortages and accessibility of health care. PCSC participants are required to serve in a HPSA-designated facility for the duration of their contract. The length of service is described in detail further in this document (see [section 1.5 Length of Service Obligation](#)).

To determine if your facility is HPSA-designated, please visit: <http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspx> or email sch_loan@health.ny.gov. Questions related to HPSA designations may be received at any time prior to the final due date for receipt of applications; however, it is recommended that questions be posed by the due date for questions listed on the cover of this document.

1.4 Target population

The target population for this project is the residents of New York State with unmet health needs who reside in New York's HPSAs and who may lack the ability to pay for services. If awarded a PCSC loan, the applicant is required, among other criteria, to:

- a) accept assignment for Medicare, Medicaid, and the State Children's Health Insurance Program;
- b) provide a sliding fee scale for individuals with annual incomes at or below 200% of the HHS Poverty Guidelines; and
- c) maintain a patient mix that consists of Medicaid, CHPlus, Family Health Plus, uninsured, and special needs populations.

1.5 Length of service obligation *(See Section 3.5 for detailed information)*

The Department will accept applications for the PCSC loan repayment program from eligible health professionals for either full-time or part-time clinical services provided at a HPSA site.

- a) Full-time is defined as not less than 40 hours per week for at least 45 weeks per year;
- b) Part-time commitment requires not less than 20 hours, but not more than 39 hours of service per week for at least 45 weeks per year.

With the exception of clinicians with current PCSC obligations, the PCSC service obligation will be a minimum of two years for all participants. Applicants for part-time obligations may opt for a four-year obligation.

PCSC participants who have successfully met their two-year contractual obligations will have the option of extending their contract for up to three additional years, regardless of full-time

or part-time status, for a maximum of five years. Table 1 illustrates the maximum awards to participants by year and commitment.

Additional one-year obligations may be negotiated with *The Department* after the initial obligation is successfully completed, provided that funds are available and the site and service are eligible for an additional award. For more information, please see section [5.5 Contract Terms and Conditions](#) of this document.

Please note: This funding opportunity is for NEW applicants only. Those with current obligations will be contacted individually by *the Department* outside of this funding opportunity to determine interest in contract extensions.

1.6 Awards

The Department will fund the equivalent of up to thirty-three (33) full-time awards³ for the Primary Care Service Corps loan repayment program and will only make awards to applicants who have met the eligibility criteria. The award amount is determined by the applicant's choice of serving as a full-time or part-time clinician, level of qualifying educational debt, and other factors.

Full-time clinicians who newly request an award are eligible for an award of up to \$30,000 per year, and they must agree to provide at least two years of full-time clinical practice at one or more eligible service sites located in New York State HPSAs.

Part-time clinicians who newly request an award are eligible for an award of up to \$15,000 per year for a service obligation of two or four years of part-time clinical practice at one or more eligible service sites located in New York State HPSAs.

Awards will be determined as follows:

- **Years 1 and 2:** 50% of total qualifying debt annually, up to a maximum of the amounts specified in Table 2;
- **Years 3 through 5:** The balance of any remaining qualifying debt annually, up to a maximum of the amounts specified in Table 2;

See Attachment 7 for sample award amounts based on various debt and obligation scenarios.

Table 1: Annual Maximum Award Schedule

Year	Full-time	Part-time
Year 1	\$30,000	\$15,000
Year 2	\$30,000	\$15,000
Year 3	\$32,000	\$16,000

³ Number of awards and funding depend upon the final number of eligible applicants and upon the number of existing contractors who opt to extend their obligations.

Year 4	\$32,000	\$16,000
Year 5	\$26,000	\$13,000
Total	\$150,000	\$75,000

1.7 Salary assurance and regional parity

The Department will make an effort to assure that salaries received by PCSC participants under the Primary Care Service Corps Loan Repayment Program are at the prevailing rate for the region and site type in which the clinician is working and are not reduced by the amount of the loan repayment. Therefore, at the time of application, the Department will review the clinician's employment contract, which is required as part of the application, and compare the stated salary to prevailing salary rates for the region and site type (as available).

1.8 Taxation issues

In the Patient Protection and Affordable Care Act (PL 111-148), Section 10908 addresses federal taxability of state loan repayment programs that are part of the federal SLRP program. The text is as follows:

SEC. 10908. EXCLUSION FOR ASSISTANCE PROVIDED TO PARTICIPANTS IN STATE STUDENT LOAN REPAYMENT PROGRAMS FOR CERTAIN HEALTH PROFESSIONALS.

(a) IN GENERAL.—Paragraph (4) of section 108(f) of the Internal Revenue Code of 1986 is amended to read as follows:

“(4) PAYMENTS UNDER NATIONAL HEALTH SERVICE CORPS LOAN REPAYMENT PROGRAM AND CERTAIN STATE LOAN REPAYMENT PROGRAMS.—In the case of an individual, gross income shall not include any amount received under section 338B(g) of the Public Health Service Act, under a State program described in section 338I of such Act, or under any other State loan repayment or loan forgiveness program that is intended to provide for the increased availability of healthcare services in underserved or health professional shortage areas (as determined by such State).”

(b) EFFECTIVE DATE.—The amendment made by this section shall apply to amounts received by an individual in taxable years beginning after December 31, 2008.

Although it appears that payments under this program are exempt from federal taxes, they still may be subject to New York State taxes. Please consult your tax professional for more information about your specific tax situation.

2. PROBLEM TO BE ADDRESSED

New York is the third-most populous state in the United States, after California and Texas, but has a demographic that is largely reflective of the national average. New York's population has a similar age distribution to the national average, but a higher level of ethnic diversity, as shown in Table 2.

Table 2. Population Estimates – U.S. and NYS (2012)**2012 Population Estimates - U.S.**

Census	Percent of Total	
<i>Population By Age</i>	<i>NYS</i>	<i>US</i>
75+	7%	6%
65-75	7%	7%
18-64	61%	60%
<18	25%	27%
Total	100%	100%
<i>Population by Ethnicity</i>	<i>NYS</i>	<i>US</i>
Other	14%	10%
Black	14%	12%
Hispanic	15%	14%
White	57%	65%
Total	100%	100%

Source: U.S. Census Bureau, 2008-2012 American Community Survey

The State's incidence and distribution of poverty also mirrors the US average, as does educational attainment at the high-school level. The penetration of advanced education is 4 percent higher than the national average, and the median annual income, at \$57,683, is approximately 8 percent higher than the national average. Unemployment is somewhat higher in New York than elsewhere—at the end of 2012, the state's unemployment rate was 8.3 percent compared to the national average of 7.8 percent. Over the past decade, and before the 2008 recession, New York's unemployment rate ranged from a high of 6.42 percent to a low of 4.55 percent. Since 2009, however, average unemployment has clustered around the 8-percent mark.

More than 80 percent of New York's residents live in urban areas. Statewide, the average population density is 4.6 times greater than the national average of 89 people per square mile. With a density of 1,000 to 10,000, Greater New York City, Long Island, and Buffalo are the densest areas after New York City's five boroughs. There, the density rises to more than 10,000 residents per square mile.

According to the Current Population Survey, Annual Social and Economic Supplement, approximately 11.3 percent of New York State's 19.3 million residents (about 2.2 million) had no health insurance in 2012.⁴ According to June 2014 federal data for NYS, about 17 percent of New York State's population resided in designated primary care Health Professional Shortage Areas (HPSAs). As of June 30, 2014, there were 181 HPSAs in NYS⁵, of which 93 are primary care; 35 are dental; and 53 are mental health. Of the 181 total HPSAs, about 38 percent of non-facility HPSAs are located in metropolitan areas and 62 percent are in rural or mostly rural (non-metropolitan) areas. In New York City, over 150 languages are spoken. Both migrant/seasonal

⁴ See <http://www.census.gov/hhes/www/cpstables/032013/health/toc.htm>.

⁵ Includes all areas with "designated," status; excludes federally qualified health centers (FQHCs) and others designated as facility HPSAs. See <http://datawarehouse.hrsa.gov/Topics/ShortageAreas.aspx>

workers and homeless individuals are special populations in NYS that have difficulty accessing health care services.

New York has the fourth-highest ratio of physicians to residents in the nation, behind the District of Columbia, Massachusetts, and Rhode Island. The state has approximately 360 physicians per 100,000 residents, compared to an average of 271 per 100,000 across the country. We have 40 percent more specialists per capita than other states and 22 percent more primary care physicians per capita than average.⁶

However, many areas of the state lack access to needed services, due to a maldistribution of these physicians and other clinicians. Workforce studies and federal data confirm the current shortage and future continued demand for additional primary care, oral and behavioral health clinicians in underserved areas across the State.⁷ There are approximately 3.3 million New Yorkers who reside in underserved areas for primary care services in New York's 93 primary care non-facility HPSAs. It would require over 607 primary care practitioners in these areas to remove the shortage status.⁸

About 1.8 million people reside in underserved areas for oral health services statewide,⁹ which would require at least 242 additional dentists to provide full access to services for those living in New York's underserved areas for oral health.¹⁰

For non-physician mental health professionals in New York State, about 2.7 million reside in underserved areas for behavioral health care statewide.¹¹ It would require at least 120 additional behavioral health clinicians to provide full access to these services for those living in New York's underserved areas.¹² In all professions, shortages are most severe in the inner-city urban neighborhoods and rural areas of New York State.

3. ELIGIBILITY

Participant eligibility for PCSC loan repayment program has been modeled after the National Health Service Corps eligibility criteria. To be eligible, the applicant must, at a minimum:

- Be a clinician meeting the educational and licensing requirements in section 3.1 and employment status requirements in section 3.5;
- Be a U.S. citizen or permanent resident (see section 3.2);
- Adhere to the service and site requirements detailed in section 3.6;
- Not be a participant in other government loan repayment programs; and
- Not be in breach of any health professional service obligation.

⁶ Kaiser State Health Facts, State Licensing Information from Redi Data, Inc., November 2012.

⁷ See, for example, Center for Health Workforce Studies' June 2014 report, *The Health Care Workforce in New York*, <http://chws.albany.edu/archive/uploads/2014/08/nytracking2014.pdf>. See also the Robert Graham Center report, *New York: Projecting Primary Care Physician Workforce*, http://www.graham-center.org/online/etc/medialib/graham/documents/tools-resources/newyorkpdf.Par.0001.File.dat/New%20York_final.pdf

⁸ As of June 30, 2014. See <http://datawarehouse.hrsa.gov/Topics/ShortageAreas.aspx>

⁹ See note 8.

¹⁰ See note 8.

¹¹ See note 8.

¹² See note 8.

Preference in making PCSC awards and funding will be to health professionals who are (1) requesting an amendment of their current PCSC contracts; (2) bilingual or multilingual or (3) working in sites that effectively accommodate patients of diverse ethnicities, individuals with disabilities, and other underserved populations.

3.1 License/Certification/Registration Requirements

The Department will accept applications for this funding opportunity only from clinicians in the below titles who provide primary care, general or pediatric dentistry, or mental or behavioral health services solely in outpatient settings:

3.1.1 Primary Care Physician Assistants

Title	Requirements
Primary Care Physician Assistants (PAs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice as a physician assistant in the State of New York.

Note: *The Department* -approved primary care practice areas for PAs are adult, family, pediatric, psychiatry, mental health, geriatrics, and women's health.

3.1.2 Certified Primary Care/Psychiatric Nurse Practitioners

Title	Requirements
Certified Nurse Practitioners (NPs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice as a registered nurse in the State of New York AND a certificate to practice as a nurse practitioner in the State of New York in the specialty of adult health, family health, geriatrics, pediatrics, psychiatry or women's health.

3.1.3 Certified Nurse Midwives

Title	Requirements
Certified Nurse Midwives (CNMs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice as a certified nurse midwife in the State of New York.

3.1.4 Dentistry

Title	Requirements
General/Pediatric Dentistry	A current, full, permanent, unencumbered, unrestricted license and registration to practice as a dentist in the State of New York in general or pediatric dentistry.
Note: Only general and pediatric dentists are eligible for a PCSC award.	

3.1.5 Dental Hygienists

Title	Requirements
Registered Dental Hygienists (RDHs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice as a dental hygienist in the State of New York.
Note: Only dental hygienists serving with general and pediatric dentists are eligible for a PCSC award.	

3.1.6 Clinical Psychologists

Title	Requirements
Health Service Psychologists (HSPs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice independently and unsupervised as a health service psychologist in the State of New York.

Note: HSPs who work at schools that are located in HPSAs are eligible to participate in the PCSC, so long as they meet all other requirements, are primarily engaged in direct clinical and counseling services, and are able to meet the clinical practice requirements in this funding opportunity for the entire calendar year. Psychologists focused on career or guidance counseling are not eligible to participate in the LRP.

3.1.7 Licensed Social Workers

Title	Requirements
Licensed Clinical Social Workers (LCSWs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice independently and unsupervised as a clinical social worker in the State of New York.

3.1.8 Marriage and Family Therapists

Title	Requirements
Marriage and Family Therapists (MFTs)	A current, full, permanent, unencumbered, unrestricted license and registration to practice independently and unsupervised as an MFT in the State of New York.

3.1.9 Licensed Mental Health Counselors

Title	Requirements
Licensed Professional Counselors	A current, full, permanent, unencumbered, unrestricted license and registration to practice independently and unsupervised as a LPC in the State of New York.

(LPCs)

Note: Licensed mental health counselors who work at schools that are located in, or designated as facility HPSAs are eligible to participate in the PCSC, so long as they meet all other requirements and are able to meet the clinical practice requirements for the **entire calendar year**. Career or guidance counselors are not eligible to participate in the PCSC.

3.2 Citizenship status

PCSC participants must be U.S. citizens or U.S. permanent residents. A United States permanent resident is one who carries a “Green Card” (USCIS Form I-551), formerly Alien Registration Card or Alien Registration Receipt Card (INS Form I-151), an identification card attesting to the permanent resident status of an alien in the United States.

3.3 Participation in other government loan repayment programs

The applicant must not have any outstanding service obligation for health professional or other service to the federal government (e.g., an active military obligation, an NHSC Scholarship Program obligation, or a Nursing Education Loan Repayment Program obligation) or a state or other entity (e.g., a recruitment bonus to remain employed at a certain site), unless the obligation would be completed prior to receipt of the award.¹³

3.4 Evidence of financial responsibility

PCSC participants must not be in breach of a health professional service obligation to the federal, state, or local government, or have any judgment liens arising from federal or state debt and must not be delinquent in child support payments (see Provider Contract, Attachment 3, Appendix A2).

3.5 Employment status

The applicant must possess a fully-executed employment contract and be currently employed, or scheduled to be employed, at an eligible facility on the date of application or begin work at an eligible facility before October 1, 2015.

NOTE: Any new PCSC program applicant requesting an award for an obligation at the current position at the proposed site AND who was working at that same site prior to April 1, 2014 is not eligible to apply for this program.

¹³ Individuals in a Reserve component of the Armed Forces, including the National Guard, are eligible to participate in the PCSC. Reservists should understand the following:

- Military training or service performed by reservists will not satisfy the PCSC service commitment. If a participant’s military training and/or service, in combination with the participant’s other absences from the service site, will exceed seven weeks per service year, the participant should request a suspension of his/her service obligation. The PCSC service obligation end date will be extended to compensate for the break in PCSC service.
- If the reservist is deployed, he/she is expected to return to the PCSC service site where he/she was serving prior to deployment. If unable to do so, he/she will be placed in breach of the service obligation.

Full-time clinical practice is defined as a minimum of 40 hours per week, for a minimum of 45 weeks each service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive service credit for hours worked over the required 40 hours per week, and excess hours cannot be applied to any other work week. Also, time spent “on call” will not be counted towards the service requirement, except to the extent the provider is directly serving patients during that period.

For all FULL-TIME health professionals, except as noted in **bold below**:

- At least 32 of the minimum 40 hours per week must be spent providing direct patient care or teaching, precepting or mentoring in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician’s executed contract, during normally scheduled office hours;
- The remaining eight (8) hours of the minimum 40 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.
- Practice-related administrative activities shall not exceed eight (8) hours of the minimum 40 hours per week. Teaching, precepting or mentoring activities at the approved service site shall not exceed eight (8) hours of the minimum 40 hours per week.

For providers of geriatric services, and certified nurse midwives:

- At least 21 of the minimum 40 hours per week must be spent providing direct patient care or teaching, precepting or mentoring in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician’s executed contract, during normally scheduled office hours.
- The remaining 19 hours of the minimum 40 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.

For mental and behavioral health providers:

- At least 21 of the minimum 40 hours per week must be spent providing direct patient care or teaching, precepting or mentoring in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician’s executed contract, during normally scheduled office hours.
- The remaining 19 hours of the minimum 40 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.
- Practice-related administrative activities shall not exceed 8 hours of the minimum 40 hours per week.

- Teaching, precepting or mentoring activities at the approved service site shall not exceed 8 hours of the minimum 40 hours per week.

For physician assistants, nurse practitioners, and certified nurse midwives serving in Critical Access Hospitals (CAHs) only:

- At least 16 of the minimum 40 hours per week must be spent providing direct patient care or teaching, precepting or mentoring in the CAH-affiliated outpatient ambulatory care setting(s) specified in the clinician's executed contract, during normally scheduled office hours.
- The remaining 24 hours of the minimum 40 hours per week must be spent providing direct patient care or teaching, precepting or mentoring at the CAH(s) or the CAH-affiliated outpatient ambulatory care setting specified in clinician's executed contract, providing direct patient care in the CAH's skilled nursing facility or swing bed unit, or performing practice-related administrative activities.
- Practice-related administrative activities shall not exceed eight (8) hours of the minimum 40 hours per week.
- Teaching, precepting or mentoring activities at the approved service site(s) shall not exceed eight (8) hours of the minimum 40 hours per week

Half-time clinical practice is defined as at least 20 hours per week (not to exceed 39 hours per week), for a minimum of 45 weeks per service year. The 20 hours per week may be compressed into no less than two work days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive service credit for hours worked over the required 20 hours per week, and excess hours cannot be applied to any other work week. Full-time work done by a half-time participant will not change the participant's half-time status and will not entitle the clinician to full-time service credit. Also, time spent "on call" will not count towards the service requirement, except to the extent the provider is directly serving patients during that period.

For all PART-TIME health professionals, except as noted in **bold below**:

- At least 16 of the minimum 20 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician's executed contract, during normally scheduled office hours.
- The remaining four (4) hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.
- Teaching, precepting or mentoring and practice-related administrative activities shall not exceed a total of four (4) hours of the minimum 20 hours per week.

For providers of geriatric services and certified nurse midwives:

- At least 11 of the minimum 20 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician's executed contract, during normally scheduled office hours.

- The remaining nine (9) hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.
- Teaching, precepting or mentoring and practice-related administrative activities shall not exceed a total of four (4) hours of the minimum 20 hours per week.

For mental and behavioral health providers:

- At least 11 of the minimum 20 hours per week must be spent providing direct patient care in the outpatient ambulatory care setting(s) at the approved service site(s) specified in the clinician's executed contract, during normally scheduled office hours.
- The remaining nine (9) hours of the minimum 20 hours per week must be spent providing clinical services for patients or teaching, precepting or mentoring in the approved service site(s), or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative activities.
- Teaching, precepting or mentoring and practice-related administrative activities shall not exceed a total of four (4) hours of the minimum 20 hours per week.

For physician assistants, nurse practitioners, and certified nurse midwives serving in CAHs:

- At least eight (8) of the minimum 20 hours per week must be spent providing direct patient care or teaching, precepting or mentoring in the CAH-affiliated outpatient ambulatory care setting(s) specified in the Clinician's executed contract, during normally scheduled office hours.
- The remaining 12 hours of the minimum 20 hours per week must be spent providing direct patient care or teaching, precepting or mentoring at the CAH(s) or the CAH-affiliated outpatient ambulatory care setting specified in the clinician's executed contract, providing direct patient care in the CAH's skilled nursing facility or swing bed unit, or performing practice-related administrative activities.
- Teaching, precepting or mentoring and practice-related administrative activities shall not exceed a total of four (4) hours of the minimum 20 hours per week.

3.6 Site eligibility

Services must be delivered in outpatient or correctional facility settings only and must be available to all residents of the HPSA, irrespective of ability to pay. All sites must participate as a provider in the Medicare, Medicaid, and Children's Health Insurance Programs, as appropriate, during the term of the clinician's service obligation.

All participants in loan repayment programs must provide primary care services, i.e., health services related to family medicine, internal medicine, pediatrics, obstetrics and gynecology, dentistry or mental health at health care delivery sites located in a federally-designated Health Professional Shortage Area (HPSA) or in a facility designated as a HPSA facility. These sites may include:

Table 3: Site Type Eligibility

Setting	Eligibility
Federally Qualified Health Centers (FQHCs)	Yes
FQHC look-alikes	Yes
Rural health clinics	Yes
Critical access hospitals	OP services only
County and state mental health hospitals	OP services only
Community outpatient facility	Yes
Community mental health facility	Yes
County health department clinic	Yes
Free clinic	Yes
Mobile units	Yes
School-based health clinic	Yes
Tribal health clinic	Yes
State correctional facilities	Yes
Solo or group private practices	Yes; <u>not for profits only</u>

Please note that state-operated facilities *other than those run by the New York State Department of Corrections and Community Services and the New York State Office of Mental Health* (i.e., those run by the New York State Department of Health, the New York State Offices of Children and Family Services, People with Developmental Disabilities, Alcoholism and Substance Abuse, or Aging) ARE NOT ELIGIBLE sites under this program. In addition, for-profit facilities of ANY KIND ARE NOT ELIGIBLE sites under this program.

4. COMPLETING AN APPLICATION

4.1 Application content

A complete application consists of the following FULLY COMPLETED forms:

- Attachment 1, Application Checklist (1 page)
- Attachment 2, Application (5 pages);
- A copy of the fully-executed employment contract between the eligible facility and the clinician. All employment contracts must be signed by the clinician and the employer and reflect a two-year service obligation period;¹⁴ and
- A copy of the applicant's current, full, permanent, unencumbered, unrestricted license and registration and/or certification (as applicable) to practice in the relevant

¹⁴ The employment contract must follow the standard protocols within the applicant organization, be fully executed by the clinician and the site and explicitly state, at a minimum, the specialty, work hours and duration of the contract. For new PCSC awards where the start date at the facility is prior to July 1, 2015, the end date of the employment contract must be no sooner than June 30, 2017 (June 30, 2019 for four-year part-time awards); for new awards where the start date at the facility is after July 1, 2015, the end date of the employment contract must be no sooner than two years after the start date of the PCSC contract (four years for four-year, part-time awards). As the start date of the PCSC contract may not be known at the time of submission of the application, which includes the employment contract, it may be necessary for the site to submit an amendment to the employment contract upon receiving a PCSC award. NOTE: the clinician's stated salary CANNOT be reduced by the amount of the PCSC award, if any.

discipline in the State of New York OR proof of pending license, registration and/or certification.

Failure to submit the required forms may result in disqualification. Incomplete or illegible applications may not be reviewed, maybe disqualified, and the applicant will be notified of the disqualification by email or phone.

4.2 Submitting an application

The NYSDOH Office of Primary Care and Health Systems Management will accept applications between the dates shown on the cover page of this document.

Applications will be accepted by mail (hard copy) or email at any time during the application period, or until funds are exhausted, whichever comes first. A maximum of two applications will be accepted per program site, with one application per clinician. Program sites will be defined by geographic address or NYS operating certificate number.

Applications will be time- and date-stamped as they are received, based on the time and date received via the delivery method. Next, applications will be reviewed for eligibility for an award based on the date they are received, i.e., applications received by 5:00 p.m. on the first day on which applications are due (as listed on cover page) will be reviewed first in the order of the time of day in which they were received; those received by 5:00 p.m. on the second day will be reviewed second in the order of the time of day in which they were received, etc.

In the event more than one application is submitted referencing a work site with the same operating certification number (OPCERT) or facility address, only the first two applications received will be reviewed.

Applications will be reviewed by Office of Primary Care and Health Systems Management staff based on the specified eligibility criteria and scored competitively beginning at the end of the application period shown on the cover page of this document. Applications must be received at the following address to be considered:

New York State Department of Health
Primary Care Service Corps
Corning Tower, Room 1695
Albany, NY 12237-0001 OR
Email: Sch_loan@health.ny.gov

Applicants mailing applications shall submit one (1) original, signed application and two (2) copies. Email applications may be in the form of PDFs only. Application packages (or email headers) should be clearly labeled with "Funding Opportunity # 1409050405." Applications will not be accepted via fax.

It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

4.3 Scoring and awarding criteria

Applications meeting the guidelines in 4.1 above will be reviewed and evaluated competitively by NYSDOH.

Applications that are incomplete or that fail to pass the minimum eligibility criteria may not be scored. Otherwise, applications will be scored based on the below criteria, with a passing score of 60 and a maximum score of 100 (Table 4).

Table 4. PCSC Scoring Criteria

<i>Corresponding Item from Attachment 2 (Application)</i>	<i>Description</i>	<i>Applicant Action</i>	<i>Maximum Points</i>
l	Languages	Listed and documented fluency in languages in addition to English (five points for each additional language spoken, up to a maximum of three additional languages)	15
q	HPSA	Completed and documented “Name and ID No. of Health Professional Service Area (HPSA)” and site is located in a HPSA	60
s	Diversity – work environment	Checked and documented any items in list (one point for each item checked and documented)	10
t	Diversity – patient base	Completed, persuasive narrative	15
	Total		100

Each application will be reviewed by two reviewers. Scores from each team of two reviewers will be averaged, then rank-ordered for each applicant, with awards made beginning with the highest scoring applicant and continuing down the list until available funds are exhausted or the list of applicants with passing scores is exhausted.

In the event of one or more applicants receiving the same score, awards will be made on a first-come, first-served basis as determined by the date and time the application was received. As an example, in the case of three applications scoring a 65, the first award would be made to the first application received; the second to the second received, etc., until all those scoring 65 are awarded or all funds are exhausted, whichever comes first.

4.4 Award notifications

All applicants awarded PCSC funds will be notified by email or U.S. mail within a reasonable time following the conclusion of the application period.

4.5 Debriefing

Following the announcement of awards resulting from this funding opportunity, applicants may request a debriefing from NYSDOH no later than ten (10) calendar days from the date of the announcement. This debriefing will be limited to the positive and negative aspects of the specific applicant's application.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Issuing agency

This funding opportunity is issued by *The Department's* Office of Primary Care and Health Systems Management. *The Department* is responsible for the requirements specified herein and for the evaluation of all applications.

5.2 Question and answer phase

Questions regarding this funding opportunity and applications materials may also be posed in writing (in real time) during the webinar to be held on the date shown on the cover page of this document. Answers to questions posed during the webinar will be posted to the website on the date shown on the cover of this document.

Questions may also be submitted any time up to the final due date for the application, as specified on the cover of this document, provided they are submitted in writing, as follows:

By email:

sch_loan@health.ny.gov

By mail:

NYS Department of Health
Office of Primary Care and Health Systems Management
Corning Tower, Room 1695
Albany, NY 12237
Attn: Caleb Wistar

To the degree possible, each inquiry should cite the funding opportunity or application section, paragraph or numbered item to which it refers. PCSC staff will make every attempt to answer all questions within 72 hours of the submission of the question. PCSC staff may elect to answer questions posed via telephone or in writing, at the convenience of PCSC staff. Applicants wishing to be contacted by phone should indicate such in the questions, and include a phone number.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. However, the Department may contact applicants with questions after the submission of an application, but before the end of the final due date as shown on the cover of this document.

This funding opportunity has been posted on the Department's public website at:

<http://www.health.ny.gov/funding/>

Questions and answers, as well as any updates and/or modifications, will also be posted on the Department's website. All such updates will be posted by the date identified on the cover page of this document.

5.3 Letter of Interest

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant webinar, official applicant webinar slides), please complete and submit a letter of interest (see Attachment 4). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

Submission of a letter of interest is not a requirement for submitting an application.

5.4 Applicant webinar

An applicant webinar will be held for this project on the date and time posted on the cover page of this document. *The Department* recommends that potential applicants register for this conference by emailing sch_loan@health.ny.gov by the due date listed on the cover page of this document. A limited number of attendees will be permitted to attend the webinar due to bandwidth restrictions. However, *The Department* will post a link to the webinar on its website within three business days of the broadcast.

Failure to attend the webinar will not preclude the submission of an application.

5.5 Reservation of rights

NYSDOH reserves the right to:

- a) Reject any or all applications received in response to this funding opportunity.
- b) Withdraw the funding opportunity at any time, at the Department's sole discretion.
- c) Make an award under the funding opportunity in whole or in part.
- d) Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the funding opportunity.
- e) Seek clarifications and revisions of applications.
- f) Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the

agency's request for clarifying information in the course of evaluation and/or selection under the funding opportunity.

- g) Prior to application opening, amend the funding opportunity specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- h) Prior to application opening, direct applicants to submit proposal modifications addressing subsequent funding opportunity amendments.
- i) Change any of the scheduled dates.
- j) Waive any requirements that are not material.
- k) Award more than one contract resulting from this funding opportunity.
- l) Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
- m) Utilize any and all ideas submitted with the applications received.
- n) Unless otherwise specified in the funding opportunity, every offer is firm and not revocable for a period of 60 days from the bid opening.
- o) Waive or modify minor irregularities in applications received after prior notification to the applicant.
- p) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the funding opportunity.
- q) Negotiate with successful applicants within the scope of the funding opportunity in the best interests of the State.
- r) Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
- s) Award grants based on geographic or regional considerations to serve the best interests of the state.

5.6 Contract terms and conditions

Newly awarded PCSC contracts will be for two years initially (four years for part-time awards), with the option for each clinician to renew for up to three additional years on a year to year basis, after successful completion of the first two-year obligation. Awardees must submit an amendment request to *The Department* for additional obligation periods.

The commencement date for awarded contracts will be the applicant's first date of employment, unless the start date is prior to July 1, 2015, in which case the start date will be 7/1/15.

Any contract resulting from this funding opportunity for newly awarded PCSC contracts will be effective only upon approval by the New York State Department of Health.

Clinicians with current PCSC contracts (most of which will end on or about 7/1/15) **will not have to reapply for an amendment through this funding opportunity.** Those clinicians who choose to extend their current contracts will be contacted individually by *the Department* and must request an amendment in writing from *the Department*. If approved, these contracts will be extended for a one-year period from the current contract period end, if full-time; and two years if part time and currently serving a 2-year obligation. Any amended contracts resulting from this funding opportunity for current PCSC contracts will be effective only upon approval by the Office of the State Comptroller.

5.6.1 Reporting

Once an award has been made, PCSC participants must meet the reporting requirements stated in Attachment D of the Master Grant contract (see Attachment 3). To receive payments, awardees will be required to:

- a) Verify their work hours to confirm that they have met the requirements for half- or full-time employment; and
- b) Track and submit the number of patient visits seen by the PCSC participant during the reporting period by payor (e.g. Medicare, Medicaid, Child Health Plus) status and describe any barriers to providing patient care.

Employment verification forms will be sent to PCSC-contracted clinicians, with a copy to their supervisors, every six months (see Attachment 5 for sample). Practice sites will be expected to keep track of PCSC-contracted clinicians' employment dates and hours of employment and be able to produce employment records upon request. The PCSC-contracted clinicians' supervisor will be asked to confirm employment and provide his/her signature. In the event that a PCSC-contracted clinician's employment has ended, the supervisor will be asked to supply the termination date and the reason for leaving within thirty days of the termination date.

PCSC-contracted clinicians will also be required to demonstrate annually that they have applied the amounts received through PCSC loan repayment programs towards their qualified educational debt. Copies of loan statements showing payment amounts will be accepted as proof.

5.6.2 Payment

The Department will institute a six-month incremental payment schedule for PCSC awardees to monitor contract compliance and ensure that service obligations are being completed.

Per the executed contract, payments will be made in six-month increments, with the first payment of half the annual award amount paid at the start of the contract start date, with the second payment due no less than six months after the contract start date. The first payment will be contingent upon:

- a) execution of the contract between the applicant and *The Department*;
- b) verification of the clinician's qualifying educational debt;
- c) verification of the clinician's employment contract;
- d) re-verification of the clinician's licensure and the eligibility of the site for a PCSC award; and,
- e) the availability of funding.

Subsequent payments will be made at six-month intervals thereafter, pending verification of employment, the renewal of provider contract with *The Department* (as applicable), and the continued availability of funds.

Except for verification of qualifying debt, which will be conducted by contract management specialists employed by the New York State Higher Education Services Corporation, participant and contract monitoring, as well as payment and other support, will be conducted by *The Department*.

5.6.3 Change in location of obligation

Obligated clinicians are permitted to change their service locations, provided (1) that the clinician interested in changing locations notifies the Department in writing prior to the change, (2) the new service location is eligible for PCSC obligated service, and (3) the Department approves the change prior to the change.

5.6.4 Deferral of obligation

Obligated clinicians who need to defer their service obligations (e.g., for maternity/paternity leave, military service, etc.) must request permission from the Department in writing. The decision to permit a deferral will be solely at the Department's discretion; any deferral periods granted by the Department will be added to the obligated clinician's term of obligation.

5.6.5 Default of obligation

A default is defined as the obligated clinician's failure to comply with the service obligations as stated in the Master Grant Contract, Attachment C (See Attachment 3, page 50). The terms are as follows:

In the event of default, the clinician shall, within one year of defaulting, repay the State of New York the greater of either \$31,000, or the sum of:

- The proportionate amount of the loan repayments paid by the State of New York to the Contractor representing any period of obligated service not completed; AND

- \$7,500 multiplied by the number of months of obligated service not completed; AND
- Interest on the above amount calculated from the date of default at a rate equal to that owed on underpayments of New York State personal income tax.

Uncollectable accounts, or failure to fully repay the amounts stated above, will be referred to the New York State Attorney General's Office for possible legal action.

5.6.6 Vendor identification number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, PCSC participants (vendors) must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found online at: http://www.osc.state.ny.us/vendors/substitute_formw9.pdf or by referencing Attachment 12 (Statewide Vendor File Registration SFS Portal Format).

Additional information concerning the New York State Vendor File can be obtained online at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

5.6.7 Vendor responsibility questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.ocs.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

PCSC participants should complete and submit the Vendor Responsibility Attestation (Attachment 6).

5.6.8 General specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this document, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (section 5.2) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this funding opportunity.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this funding opportunity, the Department, acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department, acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this funding opportunity by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost

incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

6. FREEDOM OF INFORMATION LAW

All applications may be disclosed or used by DOH to the extent permitted by law. DOH may disclose an application to any person for the purpose of assisting in evaluating the application or for any other lawful purpose. All applications will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the application that an applicant believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the application.** If DOH agrees with the proprietary claim, the designated portion of the application will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

7. ATTACHMENTS

- Attachment 1: Application Checklist / Instructions
- Attachment 2: Application
- Attachment 3: State of New York Master Contract for Grants (FYI only)
- Attachment 4: Letter of Interest Format
- Attachment 5: Sample Reports (Employment Verifications)
- Attachment 6: Vendor Responsibility Attestation
- Attachment 7: Sample Debt Levels And Repayment Amounts

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of Health Office of Primary Care and Health Systems Management Corning Tower Room 1603 ESP Albany, NY 12237	BUSINESS UNIT/DEPT. ID: 3450000 CONTRACT NUMBER: CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Jane Doe RPA-C	TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Primary Care Service Corps Loan Repayment
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1100000000 Federal Tax ID Number: 01-23-4567 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 93.165
CONTRACTOR PRIMARY MAILING ADDRESS: 2 Western Ave., Apt. 6 Anywhere, NY 11009-0000 CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: #

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 7/1/2015 To: 6/30/2017</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 7/1/2015 To: 6/30/2016</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$60,000</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other </p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	7/1/2015 – 6/30/2016	\$30,000		
2	7/1/2016 – 6/30/2017	\$30,000		

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions
<input checked="" type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input type="checkbox"/> B-1 Expenditure Based Budget
<input checked="" type="checkbox"/> B-2 Performance Based Budget
<input type="checkbox"/> B-3 Capital Budget
<input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)
<input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)
<input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan
<input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule
<input checked="" type="checkbox"/> Other: Attachment E1 and E2, (CE200), Exemption of Workers' Compensation and Disability Insurance. | |

Contract Number: #

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Jane Doe RPA-C
2 Western Ave., Apt. 6
Anywhere, NY 11009-0000

By:_____

Jane Doe
Printed Name

Title:_____

Date:_____

STATE AGENCY:

New York State Department of Health
Office of Primary Care and Health Systems
Management (OPCHSM)
Corning Tower Room 1695 ESP
Albany, NY 12237-0001

By:_____

Daniel B. Sheppard
Printed Name

Title: Deputy Commissioner, OPCHSM

Date:_____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title:_____

Date:_____

Contract Number: #

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of

less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
-
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to

require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds:*

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

- (ii) certified mail, return receipt requested and first class mail.
- b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:
 - (i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
 - (ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Master Contract;
or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's

expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

- a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report:* The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report:* The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how

the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the

parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
- b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
- c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
- f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall

also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining

contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there

are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part A. Agency Specific Clauses

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

A. International Boycott Prohibition: In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

B. Prohibition on Purchase of Tropical Hardwoods:

1. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.
2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

C. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or

(b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be

terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by

any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2**:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*monthly or quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

<< **Insert Address**>>

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement. Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor

facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Amy Harp
Title: Associate Health Planner
Address: Corning Tower Building 1695 ESP
Albany NY 12237-0001
Telephone Number: 518-473-7019
Facsimile Number: 518-486-7835
E-Mail Address: Amy.Harp@health.ny.gov

Insert Vendor/Grantee Name Here

Name: Jane Doe
Title: Physician Assistant
Address: 2 Western Ave., Apt. 6
Anywhere, NY 11009-0000
Telephone Number: 518-123-4567
Facsimile Number:
E-Mail Address: Jane.Doe@gmail.com

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES

Part B. Program Specific Clauses
New York State Department of Health

Department of Health Program Name: *Primary Care Service Corps Loan Repayment*
Initiative Name: *Same*

In consideration of the receipt of a loan repayment award which is hereby acknowledged, (“CONTRACTOR”) agrees that he/she:

- A. is a United States citizen or permanent resident;
- B. is a clinician meeting the license, registration, and/or certification requirements of section 3 in Funding Opportunity # 1409050405;
- C. has secured an employment offer from the health care institution or practice specified in Master Grant Contract, Attachment C;
- D. is not a participant in any other government loan repayment program;
- E. is not in breach of any health professional service obligation;
- F. shall fulfill the service obligation by practicing as a full time practitioner at the site specified in Attachment C for a minimum of 40 hours per week, for a minimum of 45 weeks each service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24-hour period. No service credit for hours worked over the required 40 hours per week will be given, and excess hours will not be applied to any other work week. Time spent “on call” will not be counted toward the service requirement, except to the extent the provider is directly serving patients during that period;
- G. shall begin practice no later than October 1, 2015;
- H. understands that the period of the service obligation identified in F above is two years regardless of the amount of the annual award payment;
- I. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she shall charge such individual at a reduced rate or not charge such individual any amount;

Contract Number:

Page 1 of 2, Attachment A-1 Part B– Agency/Program Specific Terms and Conditions

- J. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) (“Medicare”) or under a State plan for medical assistance approved under titles XIX and XXI of that ACT (“Medicaid” and “State Children’s Health Insurance Program”);
- K. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility;
- L. shall participate in and serve in a site that participates in Medicaid and Medicare, CHPlus, and Family Health Plus, as appropriate;
- M. has not been working as a clinician covered under this program in the underserved area indicated in the application prior to April 1, 2014;
- N. is not under indictment for, or has been convicted of, any felony, as defined in relevant NYS statutes;
- O. must receive prior approval in writing from NYSDOH to modify any aspect of the service obligation; and
- P. If CONTRACTOR fails to comply with the requirements concerning the service obligation, the CONTRACTOR may be considered in default under this contract. Terms of default are specified in Attachment C - Work Plan, Additional Provisions.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS

Part A. AGENCY SPECIFIC CLAUSES

A. Federal Certifications: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- (ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
- (iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- (i) Payments of reasonable compensation made to its regularly employed officers or employees;
- (ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- (iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly

(lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (iv) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

- (vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- (vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- (viii) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (ix) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- (i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Administrative Rules and Audits:

- 2. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:
 - a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

- 2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.
- 3. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are

less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

**ATTACHMENT A-2:
FEDERALLY FUNDED GRANTS**

Part B. Program Specific Clauses

Department of Health Program Name: *Primary Care Service Corps Loan Repayment*
Initiative Name: *Same*

In consideration of the receipt of a loan repayment award which is hereby acknowledged, (“CONTRACTOR”) agrees that he/she:

- A. is a United States citizen or permanent resident;
- B. is a clinician meeting the license, registration, and/or certification requirements of section 3 in Funding Opportunity # 1409050405;
- C. has secured an employment offer from the health care institution or practice specified in Master Grant Contract, Attachment C;
- D. is not a participant in any other government loan repayment program;
- E. is not in breach of any health professional service obligation;
- F. shall fulfill the service obligation by practicing as a full time practitioner at the site specified in Attachment C for a minimum of 40 hours per week, for a minimum of 45 weeks each service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24-hour period. No service credit for hours worked over the required 40 hours per week will be given, and excess hours will not be applied to any other work week. Time spent “on call” will not be counted toward the service requirement, except to the extent the provider is directly serving patients during that period;
- G. shall begin practice no later than October 1, 2015;
- H. understands that the period of the service obligation identified in F above is two years regardless of the amount of the annual award payment;
- I. shall not charge more for professional services than the usual and customary rate prevailing in the area in which such services are provided. If an individual is unable to pay the amount so charged for professional services, he/she shall charge such individual at a reduced rate or not charge such individual any amount;
- J. shall provide health services to individuals in the area without discriminating against them because (a) of their inability to pay for those services or (b) payment for these health

Contract Number:

services shall be made under part A or B of title XVIII of the Social Security Act (42 U.S.C. 1395) (“Medicare”) or under a State plan for medical assistance approved under titles XIX and XXI of that ACT (“Medicaid” and “State Children’s Health Insurance Program”);

- K. shall accept assignment under section 1842(b)(3)(B)(ii) of the Social Security Act (42 U.S.C. section 1395u(b)(3)(B)(ii)) for all services for which payment may be made under Part B of Title XVIII of such Act. He/she shall enter into an appropriate agreement with the State agency which administers the State plan for medical assistance under titles XIX and XXI of the Social Security Act to provide services to individuals entitled to medical assistance under the plan or work under current agreement of employing facility;
- L. shall participate in and serve in a site that participates in Medicaid and Medicare, CHPlus, and Family Health Plus, as appropriate;
- M. has not been working as a clinician covered under this program in the underserved area indicated in the application prior to April 1, 2014;
- N. must receive prior approval in writing from NYSDOH to modify any aspect of the service obligation; and
- O. If CONTRACTOR fails to comply with the requirements concerning the service obligation, the CONTRACTOR may be considered in default under this contract. Terms of default are specified in Attachment C - Work Plan, Additional Provisions.

**ATTACHMENT B-2 - PERFORMANCE BASED BUDGET
SUMMARY**

PROJECT NAME: Primary Care Service Corps
 CONTRACTOR SFS PAYEE NAME: Jane Doe

CONTRACT PERIOD: From: 7/1/2015
 To: 6/30/2017

#	DELIVERABLE/OUTCOME	TOTAL AMOUNT PER UNIT	GRANT AMOUNT PER UNIT	NUMBER OF UNITS	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1	Obligated service per Attachment C Workplan	60,000	60,000	1	60,000	0	0	0	60,000
2									
3									
4									
Subtotal					60,000				60,000
Available Bonus									
TOTAL					60,000				60,000

Contract Number: #

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: Primary Care Service Corps Loan Repayment Program
CONTRACTOR SFS PAYEE NAME: Jane Doe
CONTRACT PERIOD: 7/1/2015 to 6/30/2017

Contractor will secure a loan repayment award not to exceed the maximum annual amounts specified on page 2 of the Master Contract Face Page, in return for service to the underserved, medically indigent populations and others served by Low Income Anytown Area #136999XZZZ Health Professional Shortage Area. Contractor will provide Physician Assistant services to the above populations full-time on an outpatient basis through the contract end date indicated on the Master Grant Contract Face Page.

ATTACHMENT C – WORK PLAN DETAIL

OBJECTIVE	BUDGET CATEGORY OR DELIVERABLE	TASKS	PERFORMANCE MEASURES
1: Begin service obligation on the start date of this contract;	1	a. Service obligation began on time;	i. Date obligation began;
2. Provide clinical services specified above to the populations specified above from the start date, for a period of two full consecutive years after that date;	1	a. Service obligation spans a full two years of eligible service;	i. Date obligation began; ii. Date obligation ended; iii. Service was eligible for full two years.

Contract Number: #

Page 1 of 3, Attachment C – Workplan

OBJECTIVE	BUDGET CATEGORY OR DELIVERABLE	TASKS	PERFORMANCE MEASURES
3. Assure that no individuals are denied service due to inability to pay for services;	1	a. All clients of practice are provided medical services as needed	i. Site has a sliding fee scale policy; ii. Site posts policy prominently; iii. No clients are turned away during obligation period by CONTRACTOR.
4. On an annual basis, contractor provides verification to the New York State Department of Health of the repayment (reduction in balances) of educational debt in an amount greater than or equal to the total of annual payments under this contract.	1	a. All PCSC funds are used to repay qualifying educational debt.	i. 100% of PCSC funds remitted to CONTRACTOR are used to repay educational debt.

ADDITIONAL PROVISIONS: The CONTRACTOR shall comply with all service obligation requirements, and failure to do so shall cause CONTRACTOR to be in default under this contract. In the event of CONTRACTOR's default, defined as a failure to meet all obligations as stated herein, whether due to the CONTRACTOR'S actions or due to any circumstances beyond the control of the CONTRACTOR, the CONTRACTOR shall, within one year of defaulting, repay the STATE the greater of either \$31,000 or the sum of:

- a. the proportionate amount of the loan repayments paid by the State of New York to the CONTRACTOR representing any period of obligated service not completed; AND

- b. \$7,500 multiplied by the number of months of obligated service not completed; AND
- c. interest on the above amount calculated from the date of default at a rate equal to that owed on underpayments of New York State personal income tax.

The CONTRACTOR will be notified of default via a demand letter and given the option of repayment of funds owed in one lump sum or based on a repayment plan to be determined by the State of New York.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement
Due date _____

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

- ☐ Fee for Service Reimbursement
Due date _____
- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency semi-annually

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹⁰

¹⁰ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	7/1/2015 – 12/31/2015	1/15/2016
2	1/1/2016 – 6/30/2016	7/15/2016
3	7/1/2016 – 12/31/2016	1/15/2017
4	1/1/2017 – 6/30/2017	7/15/2017

ATTACHMENT 5
NEW YORK STATE DEPARTMENT OF HEALTH
NEW YORK STATE HIGHER EDUCATION SERVICES CORPORATION
PRIMARY CARE SERVICE CORPS LOAN REPAYMENT PROGRAM
EMPLOYMENT VERIFICATION - 2015-17, 2015-16 or 2015-19

REPORTING PERIOD: April 1, 2015 - December 31, 2015

I. NAME OF LOAN REPAYMENT RECIPIENT:

Jane Doe, RPA-C

DISCIPLINE: Physician Assistant

FACILITY: Your Doc Internal Medicine, P.C.

Start Date of Obligation: April 1, 2015

End Date of Obligation: March 31, 2017

SERVICE HOURS (Check one): Full time ☐ Part time ☐

**CONFIDENTIAL
INFORMATION FOR
DOH/HESC PURPOSES
ONLY**

II. EMPLOYMENT VERIFICATION. To be completed by recipient's supervisor:

During the above reporting period, was the clinician listed above still employed at your facility?

☐ Yes (Complete A & B if applicable)

☐ No (Complete C)

- A. Please note any time periods during which the employee has worked LESS than a full-time¹ or part-time² work week, or the employee has been on 'Educational Leave With Pay:'

FROM ____ / ____ / ____ TO ____ / ____ / ____ HOURS WEEKLY: ____

REASON: _____

- B. Please note any time periods the employee was on leave without pay:

FROM ____ / ____ / ____ TO ____ / ____ / ____ HOURS WEEKLY: ____

REASON: _____

- C. What was the date and reason for the clinician's employment ending?

DATE: ____ / ____ / ____

REASON: _____

¹ Defined as a minimum of 40 hours per week, for a minimum of 45 weeks each service year. The 40 hours per week may be compressed into no less than four (4) days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive service credit for hours worked over the required 40 hours per week, and excess hours cannot be applied to any other work week. Also, time spent "on call" will not be counted towards the service requirement, except to the extent the provider is directly serving patients during that period.

² Defined as a minimum of 20 hours per week (not to exceed 39 hours per week), for a minimum of 45 weeks per service year. The 20 hours per week may be compressed into no less than 2 work days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive service credit for hours worked over the required 20 hours per week, and excess hours cannot be applied to any other work week. Full-time work done by a half-time participant will not change the participant's half-time status (and will not entitle the clinician to full-time service credit). Also, time spent "on call" will not count towards the service requirement, except to the extent the provider is directly serving patients during that period.

I, the undersigned, hereby certify that I am the supervisor or am otherwise familiar with, and accountable for, _____'s work hours and time records, and that, to the best of my knowledge, the above is true and correct.

Name (please print) Title

Signature _____ / ____ /20____
Date

III. EMPLOYMENT VERIFICATION. To be completed by the clinician receiving the award (as listed in Section I. above)

A. Please specify the number of visits you provided during the above reporting period (complete below):

	Medicaid/Child Health/Family Health Plus	Uninsured/Self-Pay	All Others	Total
Number of Visits				

B. Briefly describe the measures your site has taken during the reporting period to assure that the above-referenced clinician or facility has provided culturally appropriate services to the patient/client population (include languages spoken/translation services in other than English; application of Cultural and Linguistic Appropriate Service (CLAS) Standards, etc.³)

C. During the reporting period, did you encounter any barriers that prevented you from providing services as specified in Appendix D of your Primary Care Service Corps contract? If so, please explain in the spaces below (add additional sheets as necessary):

Please return to: Primary Care Service Corps Loan Repayment Program
New York State Department of Health
Tower Building, Room 1695, Empire State Plaza
Albany, New York 12237
Fax: (518) 486-7835
Email: Caleb.Wistar@health.ny.gov (for scanned documents)

³ See <http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53> for more information.

Attachment 7 - Sample Obligation, Debt, and Award Scenarios

FULL-TIME OBLIGATION			
Example 1	Current Debt and Amount Eligible For Consideration	Maximum Allowable Award	Net Award To Recipient
Year 1	\$75,000 Total debt Amount eligible for consideration (50% of total debt) = \$37,500	\$30,000	\$30,000
Year 2	Remaining debt = \$45,000 Amount eligible for consideration (50% of total debt) = \$37,500	\$30,000	\$30,000
Year 3	Remaining debt = \$15,000 Amount eligible for consideration (100% of remaining debt) = \$15,000	\$32,000	\$15,000
Year 4	\$0	\$32,000	\$0
Year 5	\$0	\$26,000	\$0
<i>Total</i>			\$75,000
Example 2	Current Debt and Amount of Debt Eligible For Consideration	Maximum Allowable Award	Net Award To Recipient
Year 1	\$100,000 Total debt \$50,000 Amount eligible for consideration (50% of total debt)	\$30,000	\$30,000
Year 2	\$70,000 Remaining debt \$50,000 Amount eligible for consideration (50% of total debt)	\$30,000	\$30,000
Year 3	\$40,000 Remaining debt \$40,000 Amount eligible for consideration (100% of remaining debt)	\$32,000	\$32,000
Year 4	\$ 8,000 Remaining debt \$ 8,000 Amount eligible for consideration (100% of remaining debt)	\$32,000	\$8,000
Year 5	\$ 0 Remaining debt \$ 0 Amount eligible for consideration (100% of remaining debt)	\$25,000	\$0
<i>Total</i>			\$100,000
Example 3	Current Debt and Amount of Debt Eligible For Consideration	Maximum Allowable Award	Net Award To Recipient
Year 1	\$150,000 Total debt \$75,000 Amount eligible for consideration (50% of total debt)	\$30,000	\$30,000
Year 2	\$120,000 Remaining debt \$75,000 Amount eligible for consideration (50% of total debt)	\$30,000	\$30,000
Year 3	\$90,000 Remaining debt \$90,000 Amount eligible for consideration (100% of remaining debt)	\$32,000	\$32,000
Year 4	\$58,000 Remaining debt \$58,000 Amount eligible for consideration (100% of remaining debt)	\$32,000	\$32,000
Year 5	\$26,000 Remaining debt \$26,000 Amount eligible for consideration (100% of remaining debt)	\$26,000	\$26,000
<i>Total</i>			\$150,000

PART-TIME OBLIGATION				
Example 4	Current Debt and Amount of Debt Eligible For Consideration		Maximum Allowable Award	Net Award To Recipient
	\$75,000 Total debt			
Year 1	\$37,500 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$60,000 Remaining debt			
Year 2	\$37,500 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$45,000 Remaining debt			
Year 3	\$45,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$29,000 Remaining debt			
Year 4	\$29,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$13,000 Remaining debt			
Year 5	\$13,000 Amount eligible for consideration (100% of remaining debt)		\$13,000	\$13,000
<i>Total</i>				\$75,000
Example 5	Current Debt and Amount of Debt Eligible For Consideration		Maximum Allowable Award	Net Award To Recipient
	\$100,000 Total debt			
Year 1	\$50,000 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$85,000 Remaining debt			
Year 2	\$50,000 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$70,000 Remaining debt			
Year 3	\$70,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$54,000 Remaining debt			
Year 4	\$54,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$38,000 Remaining debt			
Year 5	\$38,000 Amount eligible for consideration (100% of remaining debt)		\$13,000	\$13,000
<i>Total</i>				\$75,000
Example 6	Current Debt and Amount of Debt Eligible For Consideration		Maximum Allowable Award	Net Award To Recipient
	\$150,000 Total debt			
Year 1	\$75,000 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$135,000 Remaining debt			
Year 2	\$75,000 Amount eligible for consideration (50% of total debt)		\$15,000	\$15,000
	\$120,000 Remaining debt			
Year 3	\$120,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$104,000 Remaining debt			
Year 4	\$104,000 Amount eligible for consideration (100% of remaining debt)		\$16,000	\$16,000
	\$88,000 Remaining debt			
Year 5	\$88,000 Amount eligible for consideration (100% of remaining debt)		\$13,000	\$13,000
<i>Total</i>				\$75,000